

# REQUEST FOR PROPOSAL



King County

Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **October 7, 2004**

RFP Title: **Chemical Dependency Treatment at the Regional Justice Center**

Requesting Dept./ Div.: **King County Department of Community and Human Services  
Mental Health Chemical Abuse and Dependency Services  
Division (MHCADSD)**

RFP Number: **151-04CMB**

Due Date: **October 28, 2004 — no later than 2:00 P.M.**

Buyer: **Cathy M. Betts, [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov), (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Tuesday, October 19, 2004**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Chemical Dependency Treatment at the Regional Justice Center for the King County Department of Community & Human Services – MHCADS Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *five (5) copies* of the proposal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, October 9, 2004, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

[http://www.metrokc.gov/finance/procurement/find\\_us.asp](http://www.metrokc.gov/finance/procurement/find_us.asp)

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Tuesday, October 19, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) / *Secondary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Community & Human Services, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

or Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Department of Community & Human Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period.

The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. **Electronic Commerce and Correspondence.** King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action

within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

### PART 1 – BACKGROUND

The King County Mental Health Chemical Abuse and Dependency Services Division (MHCADSD) in cooperation with the King County Adult Drug Diversion Court (KCDDC) and the King County Department of Adult and Juvenile Detention (DAJD) issues this Request for Proposal (RFP) through the Department of Community and Human Services hereinafter referred to as the “County”.

The King County Chemical Dependency Administrative Board, the King County Chemical Dependency Coordinator, KCDDC, and the King County Criminal Justice Treatment Account (CJTA) Panel will provide leadership and direction for the chemical dependency treatment and support services provided in this RFP.

The County is seeking applications for the following services to be provided at the King County Regional Justice Center Detention Facility (RJC).

- Adult Assessment Services/Non-ADATSA
- Adult Intensive Outpatient
- Adult Outpatient

The County encourages the development of proposals that are innovative and incorporate research based treatment methods found to be effective and measurable with the criminally involved substance abusing/dependent population. Proposals must include a cognitive behavioral component in the treatment approach.

A 2001 review of all studies in the United States evaluating drug treatment concluded that drug treatment programs save more than they cost. Drug courts in particular save almost three dollars for every one dollar of taxpayer costs when victim costs are factored in, while lowering felony recidivism rates by 8%.<sup>1</sup>

Funds from CJTA will be used to reimburse the provider on a fee for service basis.

- **What CJTA funds can be used for** {Section 4(1)}: Under the law, this money can be used for:
  - Substance abuse treatment and treatment support services for offenders with an addiction or a substance abuse problem that, if not treated, would result in addiction, and against whom charges are filed by a prosecuting attorney in Washington State.
  - Provision of drug and alcohol treatment and treatment support services for nonviolent offenders within a drug court program.
- **Treatment definition** {Section 4 (2)(a)}: Treatment is defined as services that are critical to a participant’s successful completion of his or her substance abuse treatment program, but does **not** include the following services {Section 4 (2)(a)}:
  - Housing, other than that provided as part of an inpatient substance abuse treatment program;
  - Vocational training; and,
  - Mental health counseling.
- **Treatment support service definition** {Section 4 (2)(b)}: Treatment support services are defined to include.

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<sup>1</sup> Does Drug Treatment Work? Presentation to the Senate Ways and Means Committee April 10, 2001 by Steve Aos, Washington State Institute for Public Policy.

- Transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and,
- Child-care services necessary to ensure a participant's ability to attend outpatient treatment sessions.
- Section 4 (6) states that no more than 10 % of the total monies received by a county or group of counties participating in a regional agreement shall be spent for treatment support services.

Sanctioning/sentencing options combined with chemical dependency treatment have been shown to be a more cost-effective approach to our country's crime and substance abuse problems than long-term incarceration.<sup>2</sup> To open up opportunities for adult inmate-clients in King County to participate in chemical dependency treatment, the RJC Chemical Dependency Treatment program shall provide an on-site certified chemical dependency treatment program that will provide assessment services (non-ADATSA), intensive outpatient treatment and outpatient treatment services. In addition to treatment services the Proposer shall provide linkage to continuing community-based treatment and aftercare and, therefore, contribute to the reduction of subsequent offender-client involvement with the criminal justice system.

Funding through this RFP is being made available to provide on-site chemical dependency treatment and ancillary services for the target population. A profile of the target population is listed below (based on anecdotal information, KCDDC program statistics, and King County Jail data\* extracted from DAJD's<sup>3</sup> mainframe database):

- Charges: most clients have multiple charges
- \*Average length of stay: 19 days
- Range of length of stay: 1 day to 365 days
- \*Modal age cohort: 30-49 years
- \*Pre-sentenced felons: 60%
- \*Sentenced felons: 7%
- \*Pre-sentenced misdemeanants: 10%
- \*Sentenced misdemeanants: 9%
- \*State Department of Corrections holds: 12%
- \*Other holds: 2%
- \*Female inmates: 21% of all bookings and 12% of Average Daily Population
- \*Racial breakdown: 59% Caucasian, 34% African American, 4% Asian-Pacific Islander, and 3% Native American (individuals of Hispanic origin are included in other racial categories).
- Education: approximately one-third have not completed high school or a GED equivalent
- Veterans: less than 5% via self-report
- Presenting problems or issues:
  - a) Alcohol and other drug abuse/chemical dependency
  - b) Unemployment
  - c) Domestic violence
  - d) Poverty
  - e) Housing
  - f) Less severe mental health issues, particularly depression (some clients on psycho-tropic medications)
  - g) Lack of education/illiteracy
  - h) Medical/primary care issues

<sup>2</sup> Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, *Combining Substance Abuse Treatment with Intermediate Sanctions for Adults in the Criminal Justice System*, Treatment Improvement Protocol (TIP) Series, DHHS Publication No. (SMA) 94-3004, Center for Substance Abuse Treatment, Vol. 12:2, 1994.

<sup>3</sup> King County Department of Adult and Juvenile Detention, *Detention and Alternatives Scorecard*, presented in Excel spreadsheet format for the period January through August 2004.

## **PART 2 - INTENT**

The County seeks to identify and contract with a licensed and certified treatment agency to develop, implement, and provide staff for a cognitive based intensive outpatient treatment program for offenders referred by KCDDC and other offenders with an addiction or a substance abuse problem that, if not treated, would result in addiction, and against whom charges are filed by a prosecuting attorney in King County and who meet other established placement criteria. The successful Proposer would be expected to apply for branch certification at the RJC site via the Washington State Division of Alcohol and Substance Abuse (DASA).

## **PART 3 - FUNDING**

Proposers will propose a treatment program and a budget, which take into consideration the following parameters:

- Clinical services will be reimbursed on a fee for service basis at a rate consistent with the Division of Alcohol and Substance Abuse Alcohol and Drug Outpatient Service Reimbursement Schedule.
- Urinalyses shall be reimbursed at the rate specified in the subcontract between the service provider and the toxicology agency, under the Washington State Department of Corrections contract.
- Service provider will be expected to serve a maximum of 36 men and 14 women for a total of 50 offenders at anyone time.
- Eligible offenders referred to the program will participate for a minimum of 30 days.
- Service providers will provide:
  - Adult Assessment Services/Non-ADATSA
  - Adult Intensive Outpatient Treatment
  - Adult Outpatient Treatment.
- Services will likely be provided during normal business hours, Monday through Friday; however, the Proposer must be flexible to provide evening and/or weekend services if necessary.
- One-time start-up costs are available up to a maximum amount of \$20,000 for year one only.

## **PART 4 - PROPOSER ELIGIBILITY**

- A. The Proposer shall have active certification with Washington State DASA for the following treatment services. The Proposer must submit evidence of certification with the proposal.
  - Intensive Outpatient Treatment (Adults)
  - Outpatient Services (Adults)
- B. The Proposer and any partners shall be contractors in good standing with MHCADSD in the service areas for which they will be responsible.
- C. Any personnel assigned to the project in the jail shall be able to obtain full jail clearance consisting of a complete criminal history background check and polygraph examination.
- D. The Proposer shall be able to submit data electronically to the Washington State DASA Management Information System (TARGET 2000) and its successors.
- E. The Proposer shall be able to submit electronic and/or hard copy data to MHCADSD upon request for the purposes of project evaluation.
- F. The Proposer shall submit with the proposal a transmittal letter signed by an individual authorized to legally bind the organization to fulfill the RFP requirements. The letter shall include a statement indicating the legal entity, licensure, and tax status of the organization(s) responding to the RFP, references of both



fiscal/contractual and programmatic capabilities to provide these services, and the name, title, mailing address, telephone and fax number of the individual(s) to be contacted by MHCADSD during the proposal review and selection process (See Exhibit A)

- G. The proposal must follow the outline and instructions as described in Part 8, Instructions for the Completion of Responses.

## **PART 5 - SCOPE OF WORK**

This project will serve persons who meet *all* of criteria A through E below:

- A. Are ordered by KCDDC or are incarcerated at KCCF or RJC and otherwise eligible to participate in the RJC chemical dependency treatment program;
- B. Have their case filed with King County Superior Court or King County District Court;
- C. Meet the established placement criteria approved by DAJD and KCDDC;
- D. Have a minimum projected length of stay of 30 days;
- E. Are assessed and meet American Society of Addiction Medicine (ASAM) criteria for intensive outpatient or outpatient chemical dependency treatment.

The primary intervention goals are:

- A. To develop recovery and stability in the offender-client's basic life conditions;
- B. To refer the offender-client to transitional housing upon release;
- C. To assist offender-client with enrollment for entitlements and other available funding for treatment and support services in the community;
- D. To engage the offender-client in necessary chemical dependency treatment, meaningful activities and adjunctive services.

Expected outcomes include:

- A. Decreased re-arrests and re-incarcerations;
- B. Linkage to ongoing treatment and support services;
- C. Placement in transitional or semi-permanent housing;
- D. Decreased substance use; and
- E. Increased involvement in meaningful substance-free activities as identified by the offender-client.

The provider shall adhere to these guidelines:

- A. Create an environment or "culture of recovery" that is therapeutic and clinically competent;
- B. Create an environment that is culturally sensitive;
- C. Establish goals that are measurable and achievable, and that are embraced and understood by staff, clients and stakeholders;
- D. Provide a framework with common language and symbols;
- E. Utilize a best practice cognitive based treatment model, that establishes a rapport with the offender-client and emphasizes retention in treatment;
- F. Promote introspective skills to build client self-efficacy, self-worth and hope;
- G. Develop practical skills – assist client in formulating a plan and develop skills to enable client-offender to carry out the plan;
- H. Define and promote basic standards and expectations;
- I. Implement services that are outcomes-based, focused, structured and coordinated;
- J. Provide ancillary services with multi-agency and multi-disciplinary collaboration;
- K. Emphasize client recognition and positive reinforcement (treatment completion and interim benchmarks);
- L. Routinely utilize discharge plans that are thorough, workable, and individualized with linkage to community resources and aftercare services;
- M. Hire and maintain staff who have necessary skills and abilities to achieve program outcomes;
- N. Provide continuous quality improvement as an essential program component; and
- O. Provide progress reports as requested by KCDDC services staff.

Some services may need to be provided in the evenings to accommodate RJC scheduling issues to maximize access to inmates. Program staffing shall be provided on a consistent, regular basis with backup to cover leave time.

Administrative and clinical documentation must be in accordance with standards set forth by [chapter 388-805 WAC](#) Section VII - Professional Practices:

- A. [388-805-300](#) What must be included in the agency clinical manual?
- B. [388-805-305](#) What are patients' rights requirements in certified agencies?
- C. [388-805-310](#) What are the requirements for chemical dependency assessments?
- D. [388-805-315](#) What are the requirements for treatment, continuing care, transfer, and discharge plans?
- E. [388-805-320](#) What are the requirements for a patient record system?
- F. [388-805-325](#) What are the requirements for patient record content?
- G. [388-805-330](#) What are the requirements for reporting patient noncompliance?

Within this context, the contracted chemical dependency treatment provider project staff, in coordination and collaboration with county-assigned staff, shall be responsible for:

- A. Chemical dependency assessments;
- B. Coordination with RJC and court personnel;
- C. Staged or phased interventions (e.g., engagement, persuasion, active treatment, relapse prevention) tied to the person's treatment readiness and progress;
- D. Motivational and cognitive-behavioral model for interventions;
- E. Life skills development and life-enhancement groups;
- F. Assistance in obtaining entitlements;
- G. Chemical dependency treatment, including group and individual therapy, with referrals to appropriate services for family/support system members;
- H. Alcohol and other drug educational sessions;
- I. Specialized groups and services (e.g., relapse prevention, special populations);
- J. Access to 12-step and other self-help groups;
- K. Referrals to housing upon release;
- L. Individual crisis response plans;
- M. Referrals for educational and/or pre-vocational services;
- N. Referrals to regional employment centers for those persons who are interested and able to work;
- O. Linkage with physical health care;
- P. Coordination with, and linkage to, ongoing treatment and support services for those individuals court-ordered to the King County Community Center for Alternative Programs (CCAP) upon release; and
- Q. Complete, accurate and timely charting as required by Washington State DASA and appropriate documentation as requested by KCDDC or applicable court(s).

Although the project will not be required to directly provide methadone treatment, project staff must coordinate treatment plans with the methadone provider if the client is already receiving opiate substitution treatment.

Because services are limited to the period of the court order (typically 30 to 140 days per offender-client), the project staff must also incorporate post RJC transition planning into the treatment plan. It is anticipated that most RJC participants will require treatment and aftercare services after their release from the RJC.

Therefore, project staff must develop a fully articulated transition plan within 14 days of offender-client discharge from treatment services at RJC. The transition plan must include, at a minimum, a description of the client's current life status, treatment engagement, intervention strategies, and ongoing treatment needs. In addition, the project staff must identify the provider(s) from which the person will receive ongoing services and must develop the transition plan in conjunction with the provider(s).

The project provider(s) shall submit electronic data into the Washington State DASA TARGET data system and electronic or hard copy data to MHCADSD upon request for the purposes of project evaluation.

## PART 6 - EVALUATION CRITERIA

*Only those proposals that meet the minimum requirements stated in Part 4 shall continue to be considered and reviewed.*

A total of 200 points will be awarded to the written evaluation of this RFP.

If an award is not made based on the written evaluations alone, interviews may be conducted with the top-ranked agencies. Interviews shall have a maximum value of 30 points. Final award(s) would then be made based the total of the written evaluation and oral interview points. The point totals are as follows:

Applicant Qualifications .....	30 points
Scope of Work.....	120 points
Budget .....	50 points
Interview (Optional) .....	30 points
<b>Total possible points.....</b>	<b>230 points</b>

For each section, the proposal must clearly, thoroughly, and specifically address the requested items.

### A. Applicant Qualifications (30 points)

Describe:

1. The Proposer's history of and experience with providing cognitive treatment services to alcohol and other drug-involved persons who have also been incarcerated or involved with the criminal justice system;
2. The Proposer's underlying philosophy and approach to outpatient chemical dependency treatment for offender populations;
3. The qualifications of staff to provide the proposed activities, including position titles, qualifications, number of positions, and full time equivalents.

### B. Scope of Work (120 points)

Address each of the following requirements:

1. How will the requirement to provide cognitive based treatment be accomplished?
2. How will the scope of work be implemented, including implementation timelines?
3. How will culturally sensitive interventions be assured?
4. How will ancillary/adjunctive services be delivered and by whom?
5. How will chemical dependency treatment and ancillary services be coordinated?
6. Strategies for preparing the chemical dependency treatment system to serve persons who have been receiving treatment services at RJC.
7. Strategies for preparing a transition plan in a timely manner for each offender-client admitted into treatment at the RJC.
8. Requested exceptions to any of the Scope of Work requirements. If exceptions are requested, the exceptions are clearly identified and alternatives are proposed that are clear, specific, reasonable, and meet the intent and purpose of the RFP.

### C. Budget Information and Detail (50 points)

The Proposer shall submit a budget for one-time only and start-up costs and a budget for ongoing services. The budgets must describe expenses by account class and by program area (see Part 3. Funding). For staffing costs, the budgets must describe the FTEs by position and distinguish percentage for salary and for benefits. (Generally, benefits are expected be less than 30 percent.) If any funds will be used to purchase equipment, the budget must describe what will be purchased, in what ways the purchase supports the program, and the cost for each item. If the funds will be expended on operations and maintenance, this must be detailed. This detailed submission of costs must show all actual and allowable costs.

An overall summary of revenues and expenditures for 2004 shall be submitted. Revenues are expected to approximate expenditures. Any funds from other sources used in the program must be clearly identified.

## **PART 7 - DECISION PROCESS**

Only those proposals that meet the minimum requirements stated in Part 4 will be reviewed by a panel of raters selected by MCHADSD. The responses will be rated according to the points specified in Evaluation Criteria above.

It is tentatively scheduled that within one week after the response deadline, the rating panel will meet. At that meeting, the panel will:

- Review each member's independent ratings of the responses;
- Tabulate scores for each proposal;
- Generate for those tabulated scores a final ranking for all responses.

The panel's recommendations for award of contract(s) will be forwarded to King County Procurement Services. All applicants will be notified of the results.

### *Optional Interview*

If a selection is not made based on the written proposal evaluation alone, King County shall elect to interview the top two or more proposers. Interviews will be worth 30 points. If interviews are conducted, the final award will be based upon the total points awarded for the written evaluation and oral interview.

## **PART 8 – INSTRUCTIONS FOR THE COMPLETION OF RESPONSES**

- A. Each Minimum Qualification and item in the Evaluation Criteria shall be addressed. Organize responses in the same order as the items are shown in the RFP.
- B. Responses shall be prepared simply and economically, providing a straightforward and concise, but complete and detailed description of your ability to meet the requirements outlined in this document. Emphasis shall be on the completeness of content. Single spacing is allowed. Fancy bindings, colored displays, and promotional materials are not desired. Please submit two-sided copies. We encourage the use of recycled paper.
- C. The response must use standard size type (a font size of no less than 11 points), be on 8.5 X 11-inch white paper, and be limited to no more than 25 pages.
- D. Responses shall contain, in the following order:
  - Applicant Qualifications
  - Scope of Work
  - Proposed Budget

## **PART 9 – PROPOSED SCHEDULE (Some dates are tentative and subject to change)**

October 7, 2004 .....	RFP Released
October 19, 2004 .....	Pre-Proposal Meeting, Exchange Building, Conference Room 6A, 10 a.m.
October 19, 2004 .....	Written Questions Due
October 24, 2004 .....	Addendum Issued if needed
October 28, 2004 .....	RFP solicitation period closes, no later than 2 p.m.
Week of Nov. 8, 2004 .....	Evaluation of written proposals
Nov. 15, 2004.....	Interviews, if conducted
Week of Nov 22, 2004 .....	Final results released

**PART 10 – JAIL CLEARANCE APPLICATION**

The successful Proposer shall complete and submit the attached application, entitled KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION NON-DAJD CLEARANCE REQUEST PACKET, for each and every staff person assigned to the project. Assigned staff persons may not work in the jail until they are authorized and have successfully passed a thorough background investigation process that includes polygraph, criminal history check, fingerprinting, and reference check. There are no exceptions.

**PART 11 – EXHIBIT**

A. Transmittal Letter Example.

**Exhibit A**

Date

Ms. Cathy Betts  
Buyer  
King County Procurement Services  
821 Second Avenue, 8<sup>th</sup> Floor  
Seattle, WA, 98104

**RE:** Letter of transmittal

Dear Ms. Betts:

**[Entity name]** is pleased to provide our response to King County's Request for Proposal (RFP) #XXXXXX for Chemical Dependency Treatment at the Regional Justice Center.

**[Entity name]** is a **[type of organization]**. Our federal tax ID number is **[xx-xxxxxx]**. We are registered and licensed to **[to be filled in by Proposer]** in the State of Washington.

During the proposal review and selection process, please contact:

**[contact person name and title]**  
**[entity name]**  
**[street address]**  
**[city, state, zip]**  
**[telephone number]**  
**[email address]**  
**[fax number]**

As the **[position/title, etc.]** of **[entity name]**, I am authorized to legally bind the organization to fulfill the RFP requirements.

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Signature

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Date

**Please Attach A Copy of Applicant's Drivers License and Social Security Card**

**KING COUNTY DEPARTMENT OF ADULT & JUVENILE DETENTION  
NON – DAJD CLEARANCE REQUEST PACKET\*  
(Includes Facilities/Jail Health/SMC/Volunteers/etc.)**

DAJD requires that anyone who is not on the department's payroll and who seeks access into any King County Correctional Facility must first complete a Non-DAJD Clearance Request Packet. Upon completion of the background process, authorization may be given and an access/IC card will be issued to the applicant.

Only applications authorized by the applicant's supervisor, a DAJD Section Head or their designee and DAJD Major (Operations Commander) will be granted an ID card.

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The individual completing these documents will be assigned duties, which may require frequent access to the facilities. Authorization is given by signature below for the individual to be processed for a security clearance Jail ID badge.

☐ APPROVED

☐ AUXILIARY

☐ DENIED

☐ PERMANENT

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 DAJD Major

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 Date

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 Phone Number

King County Dept. Section Head or Designee (i.e. Facilities, JHS, SMC, etc.) and the DAJD Section Head or Designee (i.e. Corrections Program Administrator, Training Manager, etc.) shall complete the information requested below. If signed by a Designee, please identify the Section Head and contact number:

**State why you are requesting access for and the frequency in which this applicant will need access to a DAJD Facility. *If you are requesting access for anything other than to replace an employee or fill a function that has previously been cleared for Jail ID you will need to attach a letter explaining in detail the reason for needing such access.***

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 Applicant's Supervisor

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 Date

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 Phone Number

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 Facility

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 DAJD Section Head / Designee

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 Date

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 Phone Number

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 Facility

All DAJD Section Heads will be responsible for ensuring that the Jail ID Badge issued to the applicant working in their section is retrieved and returned to DAJD Human Resources when the applicant terminates the need for access.

## Department of Adult & Juvenile Detention CLEARANCE REQUEST

**PLEASE PRINT IN INK ALL INFORMATION AND COMPLETE EACH ITEM FULLY**

DATE	FULL NAME - <b>NO</b> INITIALS (LAST, FIRST, MIDDLE)				POSITION/PURPOSE			
COMPLETE <u>RESIDENTIAL</u> ADDRESS <hr/> <hr/> <hr/> MAILING ADDRESS (IF DIFFERENT) <hr/> <hr/> <hr/>					ALIASES (NICKNAMES, MAIDEN NAMES, ETC.)		DATE OF BIRTH <b>AND</b> AGE  DOB: <hr/> AGE: <hr/>	
CTZSH	SEX	RACE	HGT	WGT	EYES	HAIR	BIRTHPLACE ( CITY/STATE )	
DRIVER'S LICENSE #/STATE			SOCIAL SECURITY NUMBER					

<u>PHONE NUMBERS:</u>  HOME: WORK:  OTHER:	<u>NAME AND TELEPHONE OF SOMEONE WHO CAN CONTACT YOU TO RELAY MESSAGES:</u>  NAME:  TELEPHONE:
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**DO NOT WRITE BELOW THIS LINE**

<b>THIS SECTION FOR PERSONNEL USE ONLY</b>	
Fingerprints: _____ CHRC Requested: _____ CHRC Received: _____ (CHRC: Criminal History Records Check) <b>LOCAL POLICE CHECKS CLEARED</b> KCSO: Yes ____ No ____ SPD: Yes ____ No ____ Approved for badge? ____ Yes      ____ No	Reviewed by: _____ Comments: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> Date: _____

**KING COUNTY DEPARTMENT OF ADULT & JUVENILE DETENTION  
NON-DAJD CLEARANCE REQUEST\***

(Includes Facilities/Jail Health/SMC/Volunteers/Work Study/Community Program/Contractor/Labor Rep/Library)

**BACKGROUND INVESTIGATION QUESTIONNAIRE**

\*For purposes of obtaining a "NON-DAJD" clearance, Non-DAJD is defined as anyone not on the department's payroll, who may be required to access the King County Correctional Facility and/or the Regional Justice Center on authorization of their department. Only applications authorized by the Clearance Coordinator will be processed.

**Instructions**

The mission of the King County Department of Adult & Juvenile Detention (DAJD) is to provide a safe, secure, legal, humane and sane environment for staff and inmates of the King County Correctional Facility and the Regional Justice Center.

Tremendous responsibility and trust are expected from all those given access to the King County Correctional Facility and/or the Regional Justice Center and the utmost care must be taken to ensure that access is granted only to persons whose integrity is above reproach.

Attached is a questionnaire that asks detailed questions concerning your personal and employment history. Please answer all questions fully. Fill out this questionnaire completely and accurately. Incorrect statements may prevent you from gaining access or bar you from the facility. If space provided is inadequate, add another page and identify additional information by item number.

**It is vital that this questionnaire be completed thoroughly and honestly.** If you are in doubt as to whether information should be included, it is better to include it and explain it thoroughly rather than have it appear as withholding of information when it is subsequently discovered.

The confidentiality of background information is strictly controlled. Background information will generally be released only to DAJD management and personnel officials. This means that this file is also closed to you. **If, however, the Department has reason to believe you may be or have been involved in criminal activity, based on information received through the application process, the Department may release such information to the appropriate law enforcement agency.** You will not be notified of such release.

If you have any questions regarding the questionnaire or the background investigation process, please contact DAJD Personnel at 296-3406.

Larry Mayes, Interim Director

Part 2 of 2

1 - Clearance Request Packet

2 - Background Investigation Questionnaire



**KING COUNTY DEPARTMENT OF ADULT & JUVENILE DETENTION  
NON-DAJD BACKGROUND INVESTIGATION QUESTIONNAIRE**

**APPLICANT SIGNATURE/CERTIFICATION:**

The following statement must be signed by applicants. Please read the following carefully before signing this statement:

A false answer to any question on this form or portion thereof, or omission of information may be grounds for dismissing you after you begin work. All information you give will be considered in reviewing your answers and is subject to verification.

Statements and facts furnished by you in this questionnaire will be verified. Omission of any information that would reflect upon your character or compromise the security identification for which you are applying may result in revocation of access and a ban from the facility.

*I certify that all of the answers and statements made on this form are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.*

*I understand that all information obtained as a result of any and all phases of the Department's background investigation process will be held strictly confidential and that the background investigation file is closed to me, but may be released to appropriate law enforcement agencies if involvement in criminal activity is suspected or discovered.*

*I hereby certify that all statements made in this questionnaire are true and complete, and I understand that any misstatements of material facts or omissions will subject me to disqualification.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TO BE TYPEWRITTEN, PRINTED, OR HANDWRITTEN LEGIBLY WITH INK**

Date Completed: \_\_\_\_\_  
MONTH DAY YEAR

1a. Your full name (print)

\_\_\_\_\_  
FIRST MIDDLE LAST

1b. Give any other names (including maiden or married name) you have used or have been known by:

2. Male\_\_ Female\_\_ Race\_\_ (White, Black, Aasian, Native Amer., Hisp.)

3a. Current address: \_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY STATE ZIP

3b. Previous Address: \_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY STATE ZIP

4. Phone Number: Home: \_\_\_\_\_

Business: \_\_\_\_\_

5. Social Security No.: \_\_\_\_\_

6. Driver's License No.: \_\_\_\_\_

7. Date of Birth: \_\_\_\_\_  
MONTH DAY YEAR

8. Place of Birth: \_\_\_\_\_  
CITY STATE

9. Have you ever requested a security clearance from DAJD? Y \_\_ N \_\_

If yes, when: \_\_\_\_\_

## 10. PREVIOUS RESIDENCES

List all addresses at which you have resided since your eighteenth birthday, or the last ten years, starting with your present address at the top:

[illegible]

**REFERENCES**

- 11a. **Current Employer:** Complete the following information regarding your current employer/agency requiring you access the facility. Please note that this information will be verified.

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Your position \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Why do you need access to the facility? \_\_\_\_\_

How frequently will you require access to the facility? \_\_\_\_\_

- 11b. **Personal References:** Fill in below the names of three or more persons not related to you, and not former employers, who have known you for at least five years. All persons to whom you refer may be asked to appraise your character, ability, experience, personality, and other qualities. List **all** phone numbers and addresses.

Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Home Phone

\_\_\_\_\_

Bus. Phone

\_\_\_\_\_

Relationship \_\_\_\_\_

How Long? \_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Home Phone

\_\_\_\_\_

Bus. Phone

\_\_\_\_\_

Relationship \_\_\_\_\_

How Long? \_\_\_\_\_

Name

---

Address

---

---

Home Phone

---

Bus. Phone

---

Relationship

---

How Long?

Name

---

Address

---

---

Home Phone

---

Bus. Phone

---

Relationship

---

How Long?

### **DRUG USAGE**

- 12a. Do you currently use, or have you used in the last three years, any illegal substances, drugs, opiates, pills, etc., as prohibited by the Uniform Controlled Substances Act (including marijuana)? Yes\_\_ No\_\_.  
If yes, what were the circumstances? What was used? How many times was each substance used and when was your last use of each? Be specific.

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- 12b. Have you ever bought, sold, or otherwise distributed any illegal substances(s)? Yes\_\_ No\_\_.  
If yes, explain in detail.

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**ARREST AND/OR MILITARY DISCIPLINE**

Answer the following questions completely and accurately. **ANY FALSIFICATION, OMISSIONS, OR MISSTATEMENTS OF FACT MAY BE SUFFICIENT TO DISQUALIFY YOU.** Exclude parking and/or speeding citations (tickets) but include D.W.I.'s. **Also include any OTHER charges, even though they may have been dismissed or stricken from the record.**

- 13a. Have you **EVER** been arrested, cited or convicted of **ANY** CRIME? YES\_\_\_ NO\_\_\_.  
If yes, give details on following page.
- 13b. Were you ever convicted, court-martialed, or found guilty in a summary court, deck court, captain's mast, or company punishment or in any other disciplinary action while a member of the armed forces, National Guard, or other reserve unit? Yes\_\_\_ No\_\_\_. If yes, give details on following page.
- 13c. Have you ever been detained or booked into this facility (the King County Correctional Facility and/or the Regional Justice Center) for **ANY** reason? Yes \_\_ No \_\_. If yes, give details on following page.

Date \_\_\_\_\_ Crime charged \_\_\_\_\_ Police Agency: \_\_\_\_\_

Disposition of Case. Be specific.

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Crime charged \_\_\_\_\_ Police Agency: \_\_\_\_\_

Disposition of Case. Be specific.

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Crime charged \_\_\_\_\_ Police Agency: \_\_\_\_\_

Disposition of Case. Be specific.

\_\_\_\_\_

\_\_\_\_\_

14. Have you ever been booked into, or an inmate of, any City, County, State, or Federal jail or penal institution? Yes\_\_\_ No\_\_\_. If yes, give details. Be specific.

\_\_\_\_\_

**WAIVER AND AUTHORIZATION TO RELEASE INFORMATION**

To Whom It May Concern:

I authorize you to furnish the King County Department of Adult & Juvenile Detention with any and all information that you have concerning my work record and/or arrest record. Information of a confidential or privileged nature may be included. Your reply will be used to assist the Department of Adult & Juvenile Detention in determining my qualifications and fitness for access to the King County Correctional Facility and/or the Regional Justice Center.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and waive those rights with the understanding that information furnished will be used by the Department of Adult & Juvenile Detention in conjunction with jail security only.

I hereby release you, your organization, and others from any liability or damage which may result from furnishing the information requested.

This waiver and authorization is no longer valid under the following conditions:

1. Six months from the date of my signature; or
2. Immediately upon termination of my employment or position for which access to the jail is necessary, whichever comes first.

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Applicant's Signature

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Print Full Name

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Date

NOTE: A photocopy reproduction of this request shall be for all intents and purposes as valid as the original.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;



5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
  4. Equal Benefits Compliance Declaration Form
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on

the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
  5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.
- Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
  2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
  3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

**PART 4: REQUIREMENTS DURING WORK****A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

**PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

**SECTION IV - GENERAL CONTRACT REQUIREMENTS****PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

## **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

**PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$3,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Professional Liability: Errors and Omissions in the amount of \$3,000,000 per claim/Aggregate.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

**PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

**PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

**SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between

employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/forms.asp>

#### B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, “Employee Code of Ethics 3.04”, and 2) Advice and Guidance “Doing Business with Contractors, Vendors, Clients and Customers”. Under “Employee Code of Ethics 3.04”, there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

#### C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

#### D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

#### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

### SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-

133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## **SECTION VII – REQUIRED FORMS**

The following completed forms will be required from the selected contractor, prior to contract award:


- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).



## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Five (5) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
<b>King County</b>	
<b>Bid No.</b>	<b>RFP 151-04CMB</b>
<b>Bid Title</b>	<b>Chemical Dependency Treatment at the Regional Justice Center</b>
<b>Due Date</b>	
<b>Vendor</b>	